

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER N6051419RC007CH		PAGE 1 OF 95	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N6883619R0014	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME KATHLEEN M. MOORMAN				b. TELEPHONE NUMBER (No Collect Calls) 904-542-0442	
						8. OFFER DUE DATE/LOCAL TIME 12:00 PM 19 Sep 2019	
9. ISSUED BY NAVSUP FLC JACKSONVILLE CONTRACTS DIV KATHLEEN M. MOORMAN 110 YORKTOWN AVE., 3RD FL JACKSONVILLE FL 32212-00097 TEL: 904-542-0442 FAX: 904-542-1095		CODE N68836		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: <u>100 %</u> FOR: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM EDWOSB 8(A) NAICS: 623110 SIZE STANDARD: \$30,000,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO U.S. NAVAL HOSPITAL GTMO DANA LAKE HOME HEALTH DEPARTMENT (H4) U.S. NAVAL HOSPITAL GUANTANAMO BAY, CUBA PSC 810 BOX 185 FPO AE 09589 TEL: 787-488-2083 FAX: 787-488-2083		CODE N61564		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR TELEPHONE NO.		CODE FACILITY CODE 		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
				TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 95	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
37. CHECK NUMBER					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	Program Management Support FFP Services Performed IAW PWS to include transition Housed under the Fair Market Rental Program FOB: Destination MILSTRIP: N6051419RC007CH PURCHASE REQUEST NUMBER: N6051419RC007CH SIGNAL CODE: A PSC CD: G005	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002	Social and Counseling Support FFP Services Performed IAW PWS to include transition Housed under the Fair Market Rental Program FOB: Destination MILSTRIP: N6051419RC007CH PURCHASE REQUEST NUMBER: N6051419RC007CH SIGNAL CODE: A PSC CD: G005	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003	ADL Support FFP Services Performed IAW PWS to include transition MILSTRIP: N6051419RC007CH PURCHASE REQUEST NUMBER: N6051419RC007CH SIGNAL CODE: A				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AA	Male Support FFP Housed at Gold Hill Towers for a maximum of 7 males FOB: Destination MILSTRIP: N6051419RC007CH SIGNAL CODE: A PSC CD: G005	84	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003AB	Female Support FFP Housed under the Fair Market Rental Program for a maximum of 3 females FOB: Destination MILSTRIP: N6051419RC007CH SIGNAL CODE: A PSC CD: G005	36	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004	SCR Transportation FFP Vehicles Provided IAW PWS to include transition FOB: Destination MILSTRIP: N6051419RC007CH PURCHASE REQUEST NUMBER: N6051419RC007CH SIGNAL CODE: A PSC CD: G005	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001 OPTION	Program Management Support FFP Services Performed IAW PWS Housed under the Fair Market Rental Program FOB: Destination SIGNAL CODE: A PSC CD: G005	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1002 OPTION	Social and Counseling Support FFP Services Performed IAW PWS Housed under the Fair Market Rental Program FOB: Destination SIGNAL CODE: A PSC CD: G005	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1003 OPTION	ADL Support FFP Services Performed IAW PWS SIGNAL CODE: A				
					<hr/>
					ESTIMATED NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1003AA OPTION	Male Support FFP Housed at Gold Hill Towers for a maximum of 7 males FOB: Destination SIGNAL CODE: A PSC CD: G005	84	Months		
					<hr/>
					ESTIMATED NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1003AB OPTION	Female Support FFP Housed under the Fair Market Rental Program for a maximum of 3 females FOB: Destination SIGNAL CODE: A PSC CD: G005	36	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1004 OPTION	SCR Transportation FFP Vehicles Provided IAW PWS FOB: Destination SIGNAL CODE: A PSC CD: G005	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001 OPTION	Program Management Support FFP Services Performed IAW PWS Housed under the Fair Market Rental Program FOB: Destination SIGNAL CODE: A PSC CD: G005	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2002 OPTION	Social and Counseling Support FFP Services Performed IAW PWS Housed under the Fair Market Rental Program FOB: Destination SIGNAL CODE: A PSC CD: G005	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2003 OPTION	ADL Support FFP Services Performed IAW PWS SIGNAL CODE: A				
					<hr/>
					ESTIMATED NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2003AA OPTION	Male Support FFP Housed at Gold Hill Towers for a maximum of 7 males FOB: Destination SIGNAL CODE: A PSC CD: G005	84	Months		
					<hr/>
					ESTIMATED NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2003AB OPTION	Female Support FFP Housed under the Fair Market Rental Program for a maximum of 3 females FOB: Destination SIGNAL CODE: A PSC CD: G005	36	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2004 OPTION	SCR Transportation FFP Vehicles Provided IAW PWS FOB: Destination SIGNAL CODE: A PSC CD: G005	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001 OPTION	Program Management Support FFP Services Performed IAW PWS Housed under the Fair Market Rental Program FOB: Destination SIGNAL CODE: A PSC CD: G005	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3002 OPTION	Social and Counseling Support FFP Services Performed IAW PWS Housed under the Fair Market Rental Program FOB: Destination SIGNAL CODE: A PSC CD: G005	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3003 OPTION	ADL Support FFP Services Performed IAW PWS SIGNAL CODE: A				
					<hr/>
					ESTIMATED NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3003AA OPTION	Male Support FFP Housed at Gold Hill Towers for a maximum of 7 males FOB: Destination SIGNAL CODE: A PSC CD: G005	84	Months		
					<hr/>
					ESTIMATED NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3003AB OPTION	Female Support FFP Housed under the Fair Market Rental Program for a maximum of 3 females FOB: Destination SIGNAL CODE: A PSC CD: G005	36	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3004 OPTION	SCR Transportation FFP Vehicles Provided IAW PWS FOB: Destination SIGNAL CODE: A PSC CD: G005	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001 OPTION	Program Management Support FFP Services Performed IAW PWS Housed under the Fair Market Rental Program FOB: Destination SIGNAL CODE: A PSC CD: G005	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4002 OPTION	Social and Counseling Support FFP Services Performed IAW PWS Housed under the Fair Market Rental Program FOB: Destination SIGNAL CODE: A PSC CD: G005	12	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4003 OPTION	ADL Support FFP Services Performed IAW PWS SIGNAL CODE: A				
					<hr/>
					ESTIMATED NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4003AA OPTION	Male Support FFP Housed at Gold Hill Towers for a maximum of 7 males FOB: Destination SIGNAL CODE: A PSC CD: G005	84	Months		
					<hr/>
					ESTIMATED NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4003AB OPTION	Female Support FFP Housed under the Fair Market Rental Program for a maximum of 3 females FOB: Destination SIGNAL CODE: A PSC CD: G005	36	Months		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4004 OPTION	SCR Transportation FFP Vehicles Provided IAW PWS FOB: Destination SIGNAL CODE: A PSC CD: G005	12	Months		

ESTIMATED
NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN 0001	INSPECT AT Destination	INSPECT BY Government	ACCEPT AT Destination	ACCEPT BY Government
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0002	Destination	Government	Destination	Government
0003	N/A	N/A	N/A	N/A
0003AA	Destination	Government	Destination	Government
0003AB	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	N/A	N/A	N/A	N/A
1003AA	Destination	Government	Destination	Government
1003AB	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	N/A	N/A	N/A	N/A
2003AA	Destination	Government	Destination	Government
2003AB	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	N/A	N/A	N/A	N/A
3003AA	Destination	Government	Destination	Government
3003AB	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	N/A	N/A	N/A	N/A
4003AA	Destination	Government	Destination	Government
4003AB	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 30-SEP-2019 TO 29-SEP-2020	N/A	U.S. NAVAL HOSPITAL GTMO DANA LAKE HOME HEALTH DEPARTMENT (H4) U.S. NAVAL HOSPITAL GUANTANAMO BAY, CUBA PSC 810 BOX 185 FPO AE 09589 757-458-2093 FOB: Destination	N61564
0002	POP 30-SEP-2019 TO 29-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61564
0003	N/A	N/A	N/A	N/A

0003AA	POP 30-SEP-2019 TO 29-SEP-2020	N/A	U.S. NAVAL HOSPITAL GTMO DANA LAKE HOME HEALTH DEPARTMENT (H4) U.S. NAVAL HOSPITAL GUANTANAMO BAY, CUBA PSC 810 BOX 185 FPO AE 09589 757-458-2093 FOB: Destination	N61564
0003AB	POP 30-SEP-2019 TO 29-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61564
0004	POP 30-SEP-2019 TO 29-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61564
1001	POP 30-SEP-2020 TO 29-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61564
1002	POP 30-SEP-2020 TO 29-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61564
1003	N/A	N/A	N/A	N/A
1003AA	POP 30-SEP-2020 TO 29-SEP-2021	N/A	U.S. NAVAL HOSPITAL GTMO DANA LAKE HOME HEALTH DEPARTMENT (H4) U.S. NAVAL HOSPITAL GUANTANAMO BAY, CUBA PSC 810 BOX 185 FPO AE 09589 757-458-2093 FOB: Destination	N61564
1003AB	POP 30-SEP-2020 TO 29-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61564
1004	POP 30-SEP-2020 TO 29-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61564
2001	POP 30-SEP-2021 TO 29-SEP-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61564
2002	POP 30-SEP-2021 TO 29-SEP-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61564
2003	N/A	N/A	N/A	N/A

2003AA	POP 30-SEP-2021 TO 29-SEP-2022	N/A	U.S. NAVAL HOSPITAL GTMO DANA LAKE HOME HEALTH DEPARTMENT (H4) U.S. NAVAL HOSPITAL GUANTANAMO BAY, CUBA PSC 810 BOX 185 FPO AE 09589 757-458-2093 FOB: Destination	N61564
2003AB	POP 30-SEP-2021 TO 29-SEP-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61564
2004	POP 30-SEP-2021 TO 29-SEP-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61564
3001	POP 30-SEP-2022 TO 29-SEP-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61564
3002	POP 30-SEP-2022 TO 29-SEP-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61564
3003	N/A	N/A	N/A	N/A
3003AA	POP 30-SEP-2022 TO 29-SEP-2023	N/A	U.S. NAVAL HOSPITAL GTMO DANA LAKE HOME HEALTH DEPARTMENT (H4) U.S. NAVAL HOSPITAL GUANTANAMO BAY, CUBA PSC 810 BOX 185 FPO AE 09589 757-458-2093 FOB: Destination	N61564
3003AB	POP 30-SEP-2022 TO 29-SEP-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61564
3004	POP 30-SEP-2022 TO 29-SEP-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61564
4001	POP 30-SEP-2023 TO 29-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61564
4002	POP 30-SEP-2023 TO 29-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61564
4003	N/A	N/A	N/A	N/A

4003AA POP 30-SEP-2023 TO 29-SEP-2024	N/A	U.S. NAVAL HOSPITAL GTMO DANA LAKE HOME HEALTH DEPARTMENT (H4) U.S. NAVAL HOSPITAL GUANTANAMO BAY, CUBA PSC 810 BOX 185 FPO AE 09589 757-458-2093 FOB: Destination	N61564
4003AB POP 30-SEP-2023 TO 29-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61564
4004 POP 30-SEP-2023 TO 29-SEP-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N61564

PERFORMANCE WORK STATEMENT

Performance Work Statement (PWS) Personal Care and Support Services For the Home Health Care Program at Guantanamo Bay, Cuba

1. Introduction:

- 1.1. In 1958 when relations between the United States and Cuba were degraded as to limit access to and from the Naval Station Guantanamo Bay (NSGB), special consideration was given to Cuban employees on NSGB. The individuals who became base residents are the individuals later defined as "Special Category Residents" (SCRs) under the 2006 National Defense Authorization Act (NDAA).
- 1.2. There are currently 25 SCRs located on NSGB, who are of advanced age and require increasing assistance with daily activities of life. The average SCR age is 79 years (not including SCR children). Most of the SCRs currently live independently in government housing on base, with their health care being provided at US Naval Hospital Guantanamo Bay (NHGB). For those that require additional geriatric assistance, the Home Health Care Program is available. This program is a collaborative effort by NSGB, NHGB and the Cuban Community Assistance Program (CCAP).
- 1.3. The Home Health Care Program consists of two divisions: (1) Home Health Nursing Care and (2) Personal Care and Support Services.
- 1.4. NHGB staff will provide Home Health Nursing Care for SCRs residing in the Home Health Facility (Building H4) and out in the community. Personal Care and Support Services will be provided by this contract for the residents of H4 and for those enrolled in the Home Health Care Program that still live out in the community. Currently, 10 residents are enrolled in the Home Health Care Program with 6 residing in H4 and 4 residing in their homes on NSGB. NSGB has the only on-base assisted living facility (H4) within the DoD. This facility was created solely for the aging SCR population and is unique in its personnel, administrative and financial composition.
- 1.5. Due to NSGB housing constraints, it is anticipated that this requirement will be staffed by a mix of unaccompanied US Citizens and Jamaican Foreign Nationals. The US Citizens will share a two (2) bedroom housing unit and shall be same gender. The Foreign Nationals can be either gender, but females are limited to a maximum of three (3) and males to a maximum of seven (7). These maximum values do not represent the Government's estimated need, only the maximum possible to be housed under this contract. See section 20.9 of the PWS for details.

2. General:

- 2.1. The Contractor will provide Personal Care and Support Services for the SCRs residing in H4 on NSGB (building floorplan provided in Attachment 1) and those enrolled in the Home Health Care Program that still reside in their personal residences. The Home Health Care Program provides housing (if needed), meals, personal care and support, 24-hour supervision, end of life preparation and help with activities of daily living (ADLs) such as resident movement, feeding, bathing, dressing, grooming, and elimination. Nursing care will not be provided via this contract. As SCRs age, it is anticipated that the number of SCRs participating in the Home Health Care Program that will require assistance with ADLs will increase. These numbers can change at any time, but are not currently expected to deviate by more than + or – 2 from the current Home Health Care Program roster for some time.
- 2.2. General Condition of Residents As of September 2019:
 - 2.2.1. H4 Residents: Two (2) are in wheelchairs, three (3) need assistance bathing, all have limited mobility.
 - 2.2.2. At Home Residents: Generally healthy for their age and various conditions, mobile to limited mobility.
 - 2.2.3. No further Resident information will be shared due to Health Insurance Portability and Accountability Act (HIPAA) restrictions.
- 2.3. Due to possible increases and decreases in the number of SCRs requiring services, task orders are planned to be placed for each employee. This will allow for each task order in the base year to have 12 months of performance, including transition to NSGB. Billing against Contract Line Items (CLINs) 00001 through 00004 shall not occur until the person/vehicle is on base and operational under the confines of the contract at a maximum of 45 days after award of task order. Task Orders *may* include multiple CLINs or multiple quantities of ADL support.
- 2.4. Monthly rates shall be all inclusive as this is a Firm Fixed Price Service Requirements Contract. The contractor shall provide all necessary vehicles, personnel, supervision, and management to support the operation.
- 2.5. The CLIN structure uses months as the unit of measure. For CLINs XXX3AA and XXX3AB, the number of months is 84 and 36 respectively. These months are not representative of Government staffing expectations. They were calculated using the maximum personnel that NSGB is able to house multiplied by 12 months. Quotes should reflect the Contractor's staffing plan to meet the needs defined in this PWS.

3. Personal Care and Support Services Requirements Overview:

- 3.1 A Program Manager will monitor and supervise the staff hired for this requirement. They will be the primary point of contact for the Contracting Officer's Representative (COR) and other stakeholders.
- 3.2 A Licensed Clinical Social Worker will be assigned to this program to assist the SCRs and their families with geriatric needs assessment, advocacy, counseling and end-of-life preparation.
- 3.3 Assistance with ADL will be rendered by a certified Home Health Aide/Health Care Assistant (HHA) or equivalent in H4 to SCRs who are no longer able to safely live on their own and to SCRs enrolled in the program who still live at their own residence.
- 3.4 Vehicles capable of transporting multiple SCR, including those that are mobility impaired.

4 Activities of Daily Living:

- 4.1 The Home Health Care Program will be staffed by HHA/equivalents who will provide all personal care and support services to the eligible SCRs. For resident safety purposes, at a minimum, H4 requires at least 1 HHA to be present during core hours to assist residents and 1 HHA to handle the home visits.

Preponderance of services will consist of, but not be limited to, providing 12-hour a day, 7 days a week assistance of SCRs with the following:

4.2 Tasks associated with activities of daily living (ADL):

- 4.2.1 Assisting SCR residents with nutrition and hydration as needed to minimize dehydration.
- 4.2.2 Retrieving resident's meals from the Hospital Galley twice daily.
- 4.2.3 Feeding and assisting SCR residents with eating at least three meals a day; ensure proper positioning of residents to optimize nutritional and fluid intake and prevent choking and aspiration.
- 4.2.4 Assisting with, or dressing and undressing of SCR residents as needed.
- 4.2.5 Assisting with and encouraging the use of self-help devices for eating, grooming and other personal care tasks.
- 4.2.6 Assist with, or provide:
 - 4.2.6.1 Bathing a minimum of once a day.
 - 4.2.6.2 Daily shampooing and caring for hair.
 - 4.2.6.3 Daily shaving of men's facial hair and weekly shaving of women's leg hair as needed.
 - 4.2.6.4 Weekly nail care for fingernails and toenails of persons with uncompromised circulation.
 - 4.2.6.5 Oral hygiene at least twice a day, and clean dentures daily and as needed.
 - 4.2.6.6 Skin care to include: application of non-prescription pediculicides; application of topical barrier creams and ointments for skin care; maintenance of skin integrity; prevention of pressure, friction, and shearing; and use of anti-pressure devices.
- 4.2.7 Make residents beds daily and clean common areas and residents rooms.
- 4.2.8 Change the bed linens with clean linens weekly. Change bed linens more frequently as needed.
- 4.2.9 Daily washing, drying, folding, and putting away SCR resident's clothes.
- 4.2.10 Daily cleaning of dishes and galley area to include resident refrigerator.
- 4.2.11 Assisting SCR residents, and or moving and transferring with proper lifting/transfer techniques or resident lifts that prevent resident falls and injury.
- 4.2.12 Transporting clients in wheelchairs and specialized chairs as needed.
- 4.2.13 Turning and positioning SCR residents who are unable to move at a minimum every 2 hours and as needed to prevent pressure ulcers.
- 4.2.14 Performing range of motion exercises with residents who need assistance a minimum twice a day.
- 4.2.15 Encourage and assist residents to utilize exercise facilities within the facility.
- 4.2.16 Transporting and/or escorting SCR residents to and from medical appointments, shopping, and other activities as requested by the SCR resident.
- 4.2.17 Assist SCR residents with taking of medications as prescribed by a licensed, independent provider.

4.3 Tasks associated with communication and interpersonal skills:

- 4.3.1 Provide daily written and/or verbal updates (in English) to the COR and NHGB medical and nursing staff on SCR resident's status.
- 4.3.2 Report immediately to NHGB medical/nursing staff any changes of abnormal resident findings, signs or symptoms that require medical attention.
- 4.3.3 Participate in monthly Multidisciplinary Care planning meetings as needed.
- 4.3.4 Answering and placing call signals for residents so that they may contact staff for assistance.
- 4.3.5 Communicating regularly with SCR residents and providing support as needed to meet their needs or requests.
- 4.3.6 Assist SCR residents in developing and utilizing their maximum potential for self-care.
- 4.3.7 Immediately report to NHGB medical and nursing staff any suspected or actual abuse, mistreatment, and neglect of SCRs.
- 4.3.8 Maintain resident confidentiality.
- 4.3.9 Demonstrate respect for the rights, dignity, and property of residents and coworkers.
- 4.3.10 Document care provided, to include end of life care, at least daily and as needed in the resident's record.
- 4.3.11 Assist NHGB and NSGB staff with the collection of height and weight, vital signs, daily blood glucose readings and documenting in resident's record.

4.4 Tasks associated with elimination:

- 4.4.1 Assist SCR residents with toileting as needed.

- 4.4.2 Assisting with the use of the bedpan, urinal, and bedside commode as needed.
- 4.4.3 Changing soiled bed linens as they occur.
- 4.4.4 Provide catheter care including the application of and removal of external urinary catheters as needed. Provide daily assessment of catheter and report any issues or concerns to nursing staff.
- 4.4.5 Providing ostomy care for established, healthy ostomy including cleaning the ostomy site and emptying the ostomy bag or changing the dressing or ostomy appliance or bag.
- 4.4.6 Administering bowel evacuation suppositories that are available without a prescription
- 4.4.7 Administering enemas as needed or prescribed.
- 4.4.8 Providing perineal and incontinence care.

4.5 Tasks associated with infection control and Standard or Transmission Based Precautions:

- 4.5.1 Follow standard precautions, including the use of personal protective equipment, to reduce the risk of infection.
- 4.5.2 Properly dispose of hazardous wastes and contaminated materials.
- 4.5.3 Clean and perform low-level disinfection of common areas, medical equipment, devices, or supplies as needed.

4.6 Tasks associated with safety and emergency procedures:

- 4.6.1 Staff shall promote a safe, functional, and supportive environment within the facility that is arranged and managed to protect residents, visitors, and staff.
- 4.6.2 Follow proper procedures for calling emergency medical assistance.
- 4.6.3 Apply safety concepts in the workplace.

5 Key Personnel and Specific Skills Sets Required:

5.1 Program Manager:

- 5.1.1 An on-site Program Manager will be designated in writing to be the primary POC to the COR and NSGB/CCAP staff for all contracted support. The Program Manager will be responsible for maintaining daily HHA staffing levels that support the requirements of this PWS. The Program Manager will also be responsible for deliverables required by this PWS (see section 10 for details) and will be available during business hours Monday through Friday and on call as needed. Historically, on calls average about 10 times a month outside of regular business hours.
- 5.1.2 Language Capabilities: Required fluency in English. Prefer that the candidate also demonstrate the ability to speak, write, interpret and translate between Spanish and English languages.
- 5.1.3 Education: Bachelor's degree with minimum 24 business credit hours.
- 5.1.4 Experience: 1 year administrator experience in the geriatric field. 3 years of general managerial experience.
- 5.1.5 Responsibilities
 - 5.1.5.1 Monitor assignments for aides for proper work flow.
 - 5.1.5.2 Investigate all resident incidents/falls and give summary to NHGB and to the COR - CCAP Manager.
 - 5.1.5.3 Handle all personnel issues (employee behavior, dereliction of duty, complaints) and report to Nurses and to the COR - CCAP program Manager.
 - 5.1.5.4 Communicate all pertinent shift activity to NHGB.
 - 5.1.5.5 Assure that all important issues are reported to NHGB and the COR.
 - 5.1.5.6 Manages all emergencies and records all details for COR – CCAP Manager Review.
 - 5.1.5.7 Input daily records in the Electronic Health Records (EHR)
 - 5.1.5.8 Provide documentation that HHAs have completed all required trainings and all other trainings required by NHGB.
 - 5.1.5.9 Participate in the Multidisciplinary Care planning meetings.
 - 5.1.5.10 The program manager will be in charge of the Home Health Aides' work schedule, and all shift working hours decisions will be made by the Program Manager and a copy of the schedule will be provided to the COR.
 - 5.1.5.11 The Program Manager will work in conjunction with the COR to gauge the staffing needs and make timely recommendations for increases or reductions.

- 5.1.5.12 Managing Human Resources: Evaluates work performance of subordinates to find ways to improve production or increase work quality
- 5.1.5.13 Managing Human Resources: Reviews and analyzes Department of the Navy, and other governing organizations, policies that impact the program. Utilizes expertise and sound judgment to interpret and implement existing policies, procedures and regulatory guidance which enhance effectiveness and efficiency of the Contractor's personnel.

5.2 Licensed Clinical Social Worker (LCSW):

- 5.2.1 Plans and carries out assignments directed by the Program Manager. Works independently and resolves problems. Keep the CCAP Manager informed on progress of assignments and any controversial issues.
- 5.2.2 Language Capabilities: Required fluency in English. Shall demonstrate the ability to speak, write, interpret and translate between Spanish and English languages.
- 5.2.3 Education: Master's degree. Specialization in clinical social work is preferred
- 5.2.4 Experience: 3 years of geriatric experience
- 5.2.5 Clinical interventions: They may provide counseling for SCRs in the Home Health Care Program who feel lonely or who are suffering from mental health disorders. They are the first line of defense in mental health monitoring, they will work in conjunction with the mental health care professionals in NSGB. Will encourage the clients to pursue stimulating activities, helping to arrange group outings. The LCSW can help the SCR's to cope with aging by recording "life stories" and help people say their goodbyes through writing letters, phone calls, and videos.
- 5.2.6 Service interventions: Acting as a link between the residents and the numerous public and private activities on the NSGB appropriate for the aging population. The Social worker will help the SCR's apply for appropriate services if needed. They help sort out any problems in the delivery of these services. They will also assist with individual resident budgets, including purchasing items.
- 5.2.7 Advocacy: With the assistance of the CCAP Manager, and the services of the Legal Assistant Office NSGB, provide; if needed, assistance in the Advance Directive form and explain how to correctly complete it. They are also a frontline defense for stopping elder abuse: a geriatric social worker is mandated by law to report to any suspected elder abuse to Adult Protective Services or to NSGB Authorities.
- 5.2.8 Offer counseling services, which often deal with end-of-life issues, bereavement, and other concerns common to senior citizens. They can help guide families through the transition from the home environment to long term care, assist with filing necessary paperwork, and help with access to end-of-life care planning (living wills, advance directives, DNR orders).
- 5.2.9 Acts as a liaison between the patient, family members, and health care staff and can make sure the family stays informed about their loved one's condition through quarterly updates via phone/email or face-to-face communications. They will help develop comprehensive care plans individually suited to the needs of the SCR.
- 5.2.10 Participate in the Multidisciplinary Care planning meetings.
- 5.2.11 Recognize normal and abnormal aging patterns. They can suggest when an elderly client needs to see a doctor and can arrange for a visit.

6 Patient Cultural Background:

- 6.1 Some of the patients receiving services under this contract may only speak Spanish or may have limited comprehension of the English language, and/or may reside at their home on NSGB. The Contractor is expected to demonstrate sensitivity to cross-cultural and language difference and have the ability to work in the absence of government provided interpreters as necessary. Consideration shall be given to potentially limited transportation and/or home environment facilities

7 Physical Demands and Work Environment:

- 7.1 The Contractor employees shall be able to lift 40 pounds and shall be able to bend, lift and pull. The Contractor employee shall not have any work or health restrictions, which could directly or indirectly interfere with the performance of providing services as there will be some moderate lifting with regard

to boxes of office supplies, boxes of medication, equipment, patients, etc.

- 7.2 The work environment will be a mix between H4 and patient homes.
- 7.3 The Contractor employees may be exposed to hazardous materials, such as chemicals and blood and blood-borne pathogens and will be exposed to infectious diseases and mentally and physically impaired patients.
- 7.4 The Contractor shall inform the COR, Contracting Officer (CO) or Program Manager or their designated representative of any problems encountered or which may be encountered in connection with meeting the needs of the Contractor's duties.
- 7.5 The Contractor is responsible for maintaining satisfactory standard of competence, conduct, appearance and integrity. The quality of work performance of the Contractor shall be subject to review.
- 7.6 The Contractor shall comply with all food handling, facility infection control, and safety procedures and standards.
- 7.7 The Contractor shall request government pre-approval to substitute or replace any of the Contractor's employee of which it has provided qualifications and resumes under this contract. All Contractor-requested substitutes or replacements' qualifications, experience and professional certifications shall be at least equal to or greater than the original Contractor's employee provided by the Contractor under this contract.
- 7.8 The Government reserves the right to refuse acceptance of any Contractor personnel at any time after performance begins if personal or professional conduct jeopardizes patient care or interferes with the regular and ordinary operation of the facility. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, patient abuse, dereliction or negligence in performing directed tasks, or other conduct resulting in formal complaints by patient or other staff members to designated Government representatives. Standards for conduct shall mirror those prescribed by current federal personnel regulations. Should the COR or designee show documented clinical problems or continual unprofessional behavior/actions with any Contracted personnel, s/he may request, without cause, immediate replacement of said Contracted personnel. The CO and COR shall deal with issues raised concerning Contracted personnel's conduct. The final arbiter on questions of acceptability is the CO.
- 7.9 T-Mobile is currently the only cell phone carrier for Guantanamo Bay. All housing and facilities will have landlines. During working hours, while on duty, all personnel under this contract need to be accessible. Whether by personal or work phone.

8 Certification, Licensing and Insurance:

- 8.1 The Home Health Aides shall possess and maintain an active and current certification in their field.
- 8.2 The LCSW shall possess and maintain an active and current licensure.
- 8.3 Current certification is required in Basic Life Support (BLS) for all employees under this contract. Additional training (if required) will be scheduled/provided by NHGB. It is the Contractor's responsibility to attend and pass NHGB required trainings.
- 8.4 For the Program Manager and LCSW: The Contractor employees shall complete a required Computer Security Awareness Training (CSAT) course before computer access is provided or within a few days after receiving their access and annually after that. Within NHGB, there is a requirement for this training to be completed annually by all employees, and that includes the Contractor.
- 8.5 Once the Contract is awarded, Contractor(s) shall complete all credentialing and privileging paperwork

in accordance with The Joint Commission (TJC), the Centers for Medicare and Medicaid Services (CMS), Home Health Standard Operating Procedures (SOP) - available by request after award, NHGB, Bureau of Medicine and Surgery (BUMED) and other applicable regulations. The Contractor's foreign national employees shall – at a minimum- meet the same/equivalent licensing/certification requirements as US Certified Nursing Assistants before being allowed to provide services in this facility. NOTE: The Government understands there are several Certifications available from the Jamaican Ministry of Health and Wellness, and is amenable to any certification meeting at a minimum, the equivalent certifications granted by the United States for a Certified Nursing Assistant.

8.6 In accordance with Federal Acquisition Regulation (FAR) 37.401:

- 8.6.1 This contract is a Non-Personal health care services contract, as defined in FAR 37.101, under which the contractor is an independent contractor (further defined in section 18 of this PWS).
- 8.6.2 The Government may evaluate the quality of professional and administrative services provided, but retains no control over the medical, professional aspects of services rendered.
- 8.6.3 Indemnification: The Contractor shall be liable for, and shall indemnify and hold harmless the Government against, all actions or claims for loss of or damage to property or the injury or death of persons, arising out of or resulting from the fault, negligence, or act or omission of the Contractor, its agents, or employees during performance of the contract.
- 8.6.4 The Contractor shall maintain medical liability insurance for the duration of the contract.
- 8.6.5 The Contractor shall provide both the COR and CO copies of its certificates of insurance and its subcontractors' certificates of insurance prior to performing services under this contract in accordance with FAR 52.237-7.
- 8.6.6 All Contractor and subcontractor certificates of insurance shall name the NHGB Home Health Care Program as an additional insured.

8.7 The Contractor shall be responsible for protecting Contracted personnel furnishing services. To carry out this responsibility, the Contractor shall provide or certify that the following is provided for all their staff providing services under the resultant contract:

- 8.7.1 Workers' compensation
- 8.7.2 Professional liability insurance
- 8.7.3 Health examinations
- 8.7.4 Income tax withholding (as required)
- 8.7.5 Social security payments (as required)

9 Medical Records:

- 9.1 NHGB will provide training for the Contractor's US employees on their EHR system. The Contractor shall complete medical records in the EHR and/or via hand written notes within 24 hours, barring technical difficulties. If the EHR system is unavailable, the Contractor has 24 hours to update the records once the system comes back online. Failure to abide by this requirement is basis for cancellation of this contract. After given access the EHR, the Contractor(s) shall be required to scan patient ADL information into the electronic health record. Medical Records will be the property of the U.S. Government and will be placed in each patient's chart.
- 9.2 The Medical Records shall not leave the premises.
- 9.3 Medical records used for patients assisted by the Contractor's employees shall conform to the Privacy Act and Standards for Patient Confidentiality. An unauthorized disclosure from a Person's record, protected by the Privacy Act, may be subject to a penalty of up to \$5,000 per incident.
- 9.4 The Contractor shall complete in a timely fashion, the medical and other required records for patients he/she in any way provides service to. Chart notes are to be completed on the day services are rendered. The Contractor shall abide by the applicable rules and regulations of NHGB.

10 Performance Requirements Summary:

- 10.1 Contractor shall provide outputs associated with the taskings listed below to include, but not limited to, MS power point briefings, MS Word documents and reports, MS Excel spreadsheets, MS Access databases, emails and talking points. The Contractor is required to provide the following deliverables under this task order:

No	Description	Performance Threshold	Method of Surveillance	Addressees	Due Date
1.	Documentation of health care provided in the resident's record (Tasks 4.3 and 5.2.10)	98%	100% Inspection	SCR's record	Daily and as needed for any health care out of the daily routine
2.	Provide documentation that personnel have completed all required training prior to expiration	98%	100% Inspection	COR/NHGB and NSGB staff	Required as stated in 8.3 and 8.4
3.	Participate in and document the Multidisciplinary Care planning meetings (Tasks 4.3.3, 5.1.1, 5.1.5.9, 5.2.10)	95% delivered on-time	100% Inspection	COR/NHGB Medical and Nursing Staff	Monthly as coordinated.

11 Personnel Security Requirements:

- 11.1 Work under this contract is considered UNCLASSIFIED and no extra security clearances are required beyond those necessary to access NSGB.

12 Hours of Operations:

- 12.1 HHA coverage will be 12 hours a day from 0800 to 2000. Individual scheduling decisions will be made by the Program Manager and a copy of the schedule will be provided to the COR.
- 12.2 The Program Manager and the Social Worker will be available during business hours (0800 to 1630) and on call as needed.

13 Government Furnished Property, Material and Services:

The Government will furnish necessary workspace for Contractor staff providing direct support to the requirements outlined in this PWS to include desk space, telephones, computers and other items necessary to maintain an office environment.

14 Contractor Furnished Property, Material and Services:

- 14.1 The Contractor will furnish and maintain a total of two (2) vehicles for SCR transportation and general use pertaining to carrying out the duties specified in this PWS for the duration of the contract.
- 14.2 Vehicle 1 minimum specifications:
- 14.2.1 American made vehicle
 - 14.2.2 2017 Model year or newer
 - 14.2.3 10 - 14 Passengers, 2 Tiedowns for wheelchairs
 - 14.2.4 AM/FM/CD Player
 - 14.2.5 Mid-High Back Rigid Seats
 - 14.2.6 Level 4 Seat Fabric

- 14.2.7 Low floor bus
- 14.2.8 Overhead Handrails
- 14.2.9 Power Ramp/Lift (Easy access for wheelchair and non-wheelchair)
- 14.2.10 Rear Back up Camera
- 14.2.11 Back Up Alarm
- 14.2.12 Gasoline
- 14.2.13 Seat Belts
- 14.2.14 Automatic Transmission
- 14.2.15 A/C System
- 14.2.16 Hydraulic Brakes
- 14.2.17 Perimeter seating
- 14.2.18 Odometer: 40k Miles or less

14.3 Vehicle 2 minimum specifications:

- 14.3.1 American made vehicle
- 14.3.2 2017 Model year or newer
- 14.3.3 4-5 passengers (including driver)
- 14.3.4 1 Tiedown for wheelchair
- 14.3.5 Entry Foldout Power Step for non- wheel chair or Low floor minivan.
- 14.3.6 Gasoline
- 14.3.7 AM/FM/CD radio/player
- 14.3.8 Remote Key/Keyless-Entry with 2 Key Fobs
- 14.3.9 Automatic Transmission
- 14.3.10 Seatbelts
- 14.3.11 Sliding doors on both sides
- 14.3.12 Odometer: 40k Miles or less
- 14.3.13 Rear ramp for Wheelchair Access

14.4 The Autoport NSGB supports repairs and maintenance for the vehicles on the base. As a general rule, they can work on all cars but Mercedes and BMW parts are very expensive to get. A Government vehicle maintenance Contractor on base is willing to work on Contractor vehicles. They charge parts and labor with rates comparable to mainland fees.

14.5 Use of DLA Energy Fuel for Contractor vehicles required for this contract is authorized under NAVSUP Deviation No. 19-CL-907. This deviation is approved for use of Government supply sources in other than cost-reimbursement contracts in support of the procurement of fuel through DLA Energy Fuel Purchase Agreements (FPA) at NSGB. It is effective immediately and will remain in effect until March 31, 2020. When a contract uses this deviation to authorize use of Government supply sources, the contract authorization is effective for the life of the contract, including options, unless the Contracting Officer rescinds the authorization.

15 Place of Performance:

15.1 Work under this contract and subsequent task orders will only be performed within NSGB, primarily in H4 and housing.

16 Period of Performance:

16.1 See Delivery Information.

17 Federal Holidays:

17.1 The following holidays are observed by NHGB: NHGB does not pay Contractors differentials for Federal Holidays. If Contractor works on a Federal Holiday, they will be paid the regular contracted rate.

- 17.1.1 New Year's Day

- 17.1.2 Martin Luther King Jr's Birthday
- 17.1.3 President's Day
- 17.1.4 Memorial Day
- 17.1.5 Independence Day
- 17.1.6 Labor Day
- 17.1.7 Columbus Day
- 17.1.8 Veterans Day
- 17.1.9 Thanksgiving
- 17.1.10 Christmas
- 17.1.11 Any day specifically declared by the President of the United States to be a national holiday.

17.2 Unless a state of emergency has been declared by NHGB, the Contractor shall be responsible for providing services.

18 Non-Personal Services:

- 18.1 The parties agree that the Contractor and all Contracted personnel shall not be considered NHGB employees for any purpose.
- 18.2 The Contractor shall work under the general direction of the Home Health Department Head or designee and shall follow established guidelines, Policies and Procedures.
- 18.3 Typically, Contractors work independently with assigned duties and report urgent or unusual problems to the nurse and/or physician in charge of the care of the patient.
- 18.4 Contractor personnel shall identify themselves as "Contractors" when attending meetings, answering Government telephones, or working in situations where their actions could be construed as official government acts. The Contractor shall ensure that their employee(s) display(s) his or her name and the name of the company while in the work area, and include "CTR" as part of their email address.

19 Inherent Government Functions:

- 19.1 Contractor and Contracted personnel shall not perform inherently governmental functions. This includes, but is not limited to, determination of agency policy, determination of Federal program priorities for budget requests, direction and control of government employees (outside a clinical context), selection or non-selection of individuals for Federal Government employment including the interviewing of individuals for employment, approval of position descriptions and performance standards for Federal employees, approving any contractual documents, approval of Federal licensing actions and inspections, and/or determination of budget policy, guidance, and strategy.

20 Special Conditions for Naval Station Guantanamo Bay (NSGB):

- 20.1 Entry Approval for employees: No employee or representative of the Contractor will be admitted to the U.S. Naval Base, Guantanamo Bay, Cuba without prior entry approval. There are multiple approval processes that shall be done concurrently. The Contractor shall work with the Contracting Officer to create and complete a Synchronized Predeployment and Operational Tracker – Enterprise Suite (SPOT-ES) registration (See Attachment 2 for information and instructions). The background of Contractor personnel will be screened prior to entry to the U.S. Naval Base, Guantanamo Bay, Cuba. The Contractor shall submit to the Contracting Officer the full name, date and place of birth, Social Security number, and addresses of such persons. This information shall be received by the Contracting Officer 45 calendar days prior to the scheduled or desired arrival at the Naval Base. In addition to the security access requirements, the Contractor shall provide the following for each employee to the COR:
 - 20.1.1 TUBERCULOSIS TESTING: Contractor shall provide proof of a negative reaction to purified protein derivative (PPD) testing for all Contracted personnel. A negative chest radiographic report for active

- tuberculosis shall be provided in cases of positive PPD results. The PPD test shall be repeated annually.
- 20.1.2 RUBELLA TESTING: Contractor shall provide proof of immunization for all Contracted personnel for measles, mumps, rubella or a rubella titer of 1.8 or greater. If the titer is less than 1.8, a rubella immunization shall be administered with follow-up documentation to the COR.
- 20.1.3 INFLUENZA VACCINE: Contractor shall provide proof of influenza vaccine for current year's flu season to the COR, per DHA-IPM-17-005 effective August 3, 2017.
- 20.1.4 PHYSICAL EXAMINATION: Proof of a recent physical with results indicating no medical conditions that would impede the employee's ability to work with the SCRs or conditions that would negatively impact the health of the SCRs from daily contact with the employee.
- 20.2 Medical and Dental services: NHGB is a small community hospital that provides high quality health care in a remote setting. Health care is provided on a fee-for-service basis to contract employees, with prices set annually by the Office of Secretary of Defense. The employee shall be aware that most medical and dental specialties that typically are available at a CONUS military treatment facility cannot be provided due to limited resources. In addition, urgent and emergent medical and dental cases that exceed the hospital's capability will be referred to tertiary care facility at the expense of the employee and/or Contractor. The Contractor is responsible for providing the appropriate level of medical screening for their employees that is in compliance with the Force Health Protection Guidance for Deployment in USSOUTHCOM AOR as of 31 July 2017, and all other applicable instructions. Advise prospective employees of the limited medical and dental services available in Guantanamo Bay; and explain the Contractor's policy concerning the extent of liability and insurance coverage for required treatment. Every reasonable attempt shall be made to prevent personnel with chronic disorders that USNH GB cannot provide medical care from being sent to U.S. Naval Base Guantanamo Bay. For more information on: Medical and Dental services, 757-458-2998, extension 72235.
- 20.3 Identification of Employees: The Contractor shall be responsible for furnishing to each employee, and for requiring each employee to display, such identification as may be approved and directed by the Contracting Officer. Employees may be fingerprinted prior to employment as a condition of entry onto the Naval Base. Contractors (U.S. Citizens) shall meet personnel security requirements to obtain a U.S. Government CAC. Prescribed Government identification cards shall be immediately delivered to the Contracting Officer for cancellation upon release of any employee.
- 20.4 On-Base Transportation: Bus service is available throughout NSGB however the Contractor may provide company vehicles for use by its employees on a non-reimbursable basis. Vehicles may be purchased at Guantanamo Bay, but the government makes no representation as to suitability, availability, or pricing. Vehicles may be shipped to Guantanamo Bay. For prices and schedules to ship vehicles, contact the company listed at the end of this paragraph. They are under contract to the Government for shipping to Guantanamo Bay. Vehicle registration is mandatory, and shall be provided by the Government at no cost. Contractor shall provide motor vehicle liability insurance to cover bodily injury and property damage to protect the Contractor and the Government against third-party claims. Drivers shall possess a valid motor vehicle operator's identification card and shall comply with traffic safety program set forth in OPNAV Instruction 5100.12. The Contractor shall bear the cost of required fuel, oil, lubricants, insurance, and vehicle maintenance.

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20.5 Transportation of Personnel: Air travel to and from the base is limited, with demand often far in excess of supply.

20.5.1 Travel to and from Jacksonville, Florida; Norfolk, Virginia; and Kingston, Jamaica is provided by the Air Mobility Command (AMC) at the Contractor's expense. Passage will be in reserved seats.

20.5.2 Plane Fares to Guantanamo Bay, Cuba as of 1 October 2016. **Rates are subject to change and are only presented in this document to assist interested Contractors with price quote preparation.**

From Norfolk, Virginia	\$413.00 one-way
From Jacksonville, Florida	\$288.00 one-way
From Kingston, Jamaica	\$ 60.00 one-way

20.5.3 Emergency leave travel for verified personal emergencies such as death or serious illness of a family member will be authorized to any of the above destinations on the next available flight, also chargeable to the Contractor at the international tariff rate.

20.6 Food Facilities: Contractor personnel may eat at the Navy Exchange food outlets, galleys, or at other open food service facilities on a cash basis at current prices.

20.7 Contractor Debts: The Contractor shall be liable for debts to the Government incurred by his employees for personal services at Guantanamo Bay, Cuba, including but not limited to private telephone service, medical and dental services, and W.T. Sampson School expenses. If an employee departs the Guantanamo Bay Naval Base without liquidating his debts, sufficient funds to cover this type of obligation will be withheld from Contractor payments until the debts are paid.

20.8 Drug Abuse by Contract Employees: The Secretary of the Navy has determined that the illegal possession and use of drugs and paraphernalia by civilian and contract employees in the military setting contributes directly to military drug abuse and undermines command efforts to eliminate drug abuse among military personnel. The policy of the Department of the Navy, including the Marine Corps, is to deter and detect drug offenses by civilian and contract employees on military installations. Measures to be taken to identify drug offenses on military installations, and to prevent introduction of illegal drugs and paraphernalia include routine, random inspections of vehicles and personnel possessions on entry or exit, with drug detection dog teams, when available. Where there is probable cause to believe that a civilian or contract employee on board a Naval or Marine Corps Installation has been engaged in use, possession, or trafficking of drugs, that employee may be restricted or detained for the period necessary until that employee can be removed from the installation or can be turned over to local law enforcement authorities having jurisdiction, as appropriate. When illegal drugs are discovered during an inspection or search of a vehicle operated by a civilian or contract employee, the employee and vehicle may be detained for a reasonable period of time necessary to turn the employee and the vehicle over to appropriate civil law enforcement officials; action may be taken to suspend, revoke, or deny installation driving privileges. Implicit with the acceptance of this contract is the Contractor's agreement to comply with Federal statutes, laws, and regulations, including those regulations issued by the commander of the military installation.

20.9 Available Living Quarters:

- 20.9.1 **US Citizens:** For this contract, the Government will provide two (2) unaccompanied (unfurnished) housing units (One unit for 2 US Citizens and one unit for 3 female Foreign Nationals) for the Contractor's use. These units are reserved for use by unaccompanied personnel and each unit will house a single gender. Mixed gender housing is not allowed on NSGB for unaccompanied personnel. Currently housing is at a premium and there are not enough houses ready for move in. This may change in the future.
- 20.9.2 If accompanied housing becomes available at a later date, housing will be assigned as follows: accompanied personnel with maximum family size of three (3) dependents; unaccompanied personnel assignment will be made based on a minimum of one person per bedroom. If house sharing, accompaniment by dependents will not be allowed.
- 20.9.3 The Government will provide family housing units with the following appliances: refrigerator, stove, dishwasher, microwave, washer, and dryer. **All other furnishings other than the listed appliances will be provided by the Contractor.**
- 20.9.4 Issuances of these housing units and rental rates are controlled by the Housing Department, building 2295, phone 757-458-41724.
- 20.9.5 Should the Contractor's assigned units not be fully occupied, the Housing Department will cancel the assignment and return the unit to inventory for other use. Personnel shall abide by all Family Housing instructions, which are not part of this contract but are available upon request.
- 20.9.6 Contractors will pay rent under the Fair Market Rental (FMR) Program (NSGBINST 11103.8 available upon request). Rental rates include trash and maintenance costs. Rental rates are normally adjusted annually based on market appraisal, utilities cost adjustment and/or the annual Consumer Price Index.
- 20.9.7 All family housing units are equipped with electric and water meters. Utilities are billed along with monthly rent and are based on established rates and actual consumption. All payments shall be remitted via the Department of Treasury's web portal www.pay.gov.
- 20.9.8 Current Fair Market Rental Rates:
- | | |
|---------------------|------------|
| Total Rent: | |
| 2 bedroom, 1 bath | \$737.00 |
| 2 bedroom, 1.5 bath | \$788.00 |
| 3 bedroom, 1 bath | \$883.00 |
| 3 bedroom, 2 bath | \$976.00 |
| 4 bedroom, 2.5 bath | \$1,166.00 |
- 20.9.9 The FY19 utility rates (Provided by NSGB Housing) are:
- | | |
|-------------|------------------|
| Electricity | \$277.90 MWH |
| Fresh Water | \$32.75 per KGAL |
| Sewage | \$10.18 per KGAL |
- 20.9.10 **Foreign Nationals:** Lodging is available for a maximum of seven (7) males at NSGB Contractor berthing facility: Gold Hill Towers (GHT). This is a barracks style facility. The rooms consist of 3 beds (bunks), a microwave, refrigerator and a TV. Bathrooms/showers are shared. The cost at GHT is \$10 per bed/night. Rooms are same gender.
- 20.9.11 At the time of Contract Award, there is only room for a maximum of three (3) female Foreign Nationals. They will reside in the 3 bedroom housing unit and abide by the FMR program rules.
- 20.10 **Navy Exchange and Commissary Privilege and Recreation Facilities:** Navy Exchange and commissary privileges and recreation facilities are available to authorized Contractor personnel and dependents of Contractor personnel in accordance with current base regulations.

- 20.11 **Department of Defense Education Activity (DoDEA) Schools:** If housing becomes available in the future to allow for accompanied housing, the Contractor dependents may attend DoDEA Schools on a cash reimbursable basis at the prevailing rates.
- 20.12 **Laundry and Dry Cleaning:** The Government will make available laundry and dry cleaning facilities for Contractor personnel and dependents of Contractor personnel at current rates as set forth by the Navy Exchange, Guantanamo Bay, Cuba.
- 20.13 **General Information about Guantanamo Bay:** The following links will provide basic information about life on Guantanamo Bay and the installation itself.
https://www.cnic.navy.mil/regions/cnrse/installations/ns_guantanamo_bay.html
https://www.cnic.navy.mil/regions/cnrse/installations/ns_guantanamo_bay/about/installation_guid_e.html

21 **Transition Period:**

Since there is not an incumbent for this requirement, the Contractor will have to place new people and vehicles on NSGB. The Government recognizes that this takes time to achieve. As such, the Contractor shall be allowed up to a maximum of 45 days for transitioning personnel into place in the Base year. The Contractor shall not bill against CLINs until personnel/vehicles are operational on site for this contract. Base year task orders shall be written for 12 month increments and submitted invoices shall be pro rated to reflect actual start dates for the first month in operation.

22 **Enterprise-Wide Contractor Manpower Reporting Application (ECMRA) NMCARS 5237.102(90)**

The Contractor shall report Contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Naval Station Guantanamo Bay via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;
- (5) S, Utilities ONLY;
- (6) V, Freight and Shipping ONLY.

The Contractor is required to completely fill in all required data fields using the following web address
<https://www.ecmra.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://www.ecmra.mil>.

CLAUSES INCORPORATED BY FULL TEXT

THE FOLLOWING NAVSUP LOCAL TEXT IS HEREBY MADE PART OF THE STATEMENT OF WORK/PERFORMANCE WORK STATEMENT.

PERSONNEL QUALIFICATIONS (MINIMUM)

(a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. **If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.**

(b) The Government will review resumes of Contractor Key Personnel proposed to be assigned, and **if personnel not currently in the employ of Contractor, a written agreement from the potential employee to work will be part of the technical proposal.**

(c) If the Contracting Officer/Ordering Officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.

(d) The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in contracts/delivery orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Contracting Officer/Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

Labor Categories

Program Manager

Licensed Clinical Social Worker

Certified Nurses Assistant Equivalent (United States)

Minimum Requirements

PWS 5.1, 8.3, 8.4, 20.1, 20.3

PWS 5.2, 7.1, 8.2, 8.3, 8.4, 8.5, 20.1, 20.3

PWS 7.1, 8.1, 8.3, 8.5, 20.1

THE FOLLOWING NAVSUP LOCAL TEXT IS HEREBY MADE PART OF THE STATEMENT OF WORK/PERFORMANCE WORK STATEMENT.

SUBSTITUTION OR ADDITION OF PERSONNEL

(a) The Contractor agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required by the PWS and provision 52.212-2 to fill the requirements of the contract. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) The Contractor agrees that during the first 120 days of the contract/task order performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding 30 working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the Contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least 45 days prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the Contractor shall submit to the Contracting Officer a written request

for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, he may equitably adjust (downward) the contract price to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

THE FOLLOWING NAVSUP LOCAL TEXT IS HEREBY MADE PART OF THE STATEMENT OF WORK/PERFORMANCE WORK STATEMENT.

Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information Technology (IT) Systems or Protected Health Information

Executive Order 13467, Reforming Processes Related to Suitability for Government Employee, Fitness for Contractor Employees and Eligibility for Access to Classified National Security Information, Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The 5 CFR 32 Part 157 in concert with DoD Manual 1000.13, Vol 1, implements the Federal Standards.

APPLICABILITY

This text applies to all DoD sponsored individuals who require CAC eligibility (or login and P/W if acceptable per contract) for: Physical access to DoD facilities or non-DoD facilities on behalf of DoD; Logical access to information systems (whether on site or remotely); or remote access to DoD networks that use only the CAC logon for user authentication, or access to sensitive and protected information. This applies to the Office of the Secretary of Defense, the Military Departments, the Office of the Chairman of the Joint Chiefs of Staff and the Joint Staff, the Combatant Commands, the Office of the Inspector General of the DoD, the Defense Agencies, the DoD Field Activities and all other organizational entities within the DoD (hereinafter referred to collectively as the "DoD Components").

Each contractor employee providing services at a Navy Command under this contract is required to obtain a Department of Defense Common Access Card (DoD CAC). Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

ACCESS TO FEDERAL FACILITIES

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required contractor employees shall in-process with the Command's Security Manager upon arrival to the Command and shall out-process prior to their departure at the completion of the individual's performance under the contract.

START-UP PERIOD

All contractor resource onboarding documents must be submitted via the prime contractor. The prime contractor shall make all necessary preparations to assume full responsibility for productive performance of the performance start date.

Definition of “productive”:

- a. Visit Authorization Request (VAR)
- b. Contractor Information Sheet (CIS)
- c. Completed EQIP (Electronic Investigation)
- d. All contractor resource(s) must have an active JPAS profile.
- e. Common Access Card (CAC)

Note (1): Invoicing by the contractor will begin as of the commencement of the performance period of services and no reimbursement will be paid by the government for efforts expended during the start-up period.

Note (2): Foreign Nationals are not allowed access to the functional/system side of Enterprise Resource Planning (ERP).

ACCESS TO DOD INFORMATION TECHNOLOGY (IT) SYSTEMS

In accordance with (IAW) Secretary of the Navy (SECNAV) M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to sensitive information. Sensitive information includes information protected under the Privacy Act, to include Protected Health Information (PHI). All contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity's Command Information System Security Manager (ISSM)/Information Assurance Manager (IAM).

Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) or T5 or T5R equivalent investigation, which is a higher level investigation than the National Agency Check with Law and Credit (NACLC)/T3/T3R described below. Due to the privileged system access, an investigation suitable for High Risk national security positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy Command's CSM and ISSM/IAM upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N; therefore, the government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the “supervisor”.

The SAAR-N shall be forwarded to the Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Cyber Awareness training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

INTERIM ACCESS

The Command's Security Manager may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the contractor of his/her responsibility to perform.

DENIAL OR TERMINATION OF ACCESS

The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to government information, meaning information not authorized for public release.

CONTRACTOR'S SECURITY REPRESENTATIVE

The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the requiring activity's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Contractor employees under this contract are recognized as Non-Critical Sensitive [ADP/IT-II] positions when the contract scope of work require physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to contractor employees who access Privacy Act and Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLC or T3 or T3R equivalent investigation to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The investigation consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete:

- SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product)
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than 10 years) throughout the contract performance period. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the CSM upon arrival to the command and shall out-process prior to their departure at the completion of the individual's

performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's ISSM/IAM. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Cyber Awareness training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Command Security Manager. The Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM); Potential suitability or security issues identified may render the contractor employee ineligible for the assignment. An unfavorable determination is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. The Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DoD Central Adjudication Facility (CAF) for a determination.

If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the contractor's Security Representative. Although the contractor will take JPAS "Owning" role over the contractor employee, the Navy command will take JPAS "Servicing" role over the contractor employee during the hiring process and for the duration of assignment under that contract. The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc. ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a US citizen or a US permanent resident with a minimum of 3 years of legal residency in the United States (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and
- Must have a favorably completed National Agency Check with Written Inquiries (NACI) or T1 investigation equivalent including a FBI fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed National Agency Check with Written Inquiries (NACI) or T1 equivalent investigation, or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM

Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

* Consult with your CSM and ISSM/IAM for local policy when IT-III (non-sensitive) access is required for non-US citizens outside the United States.

THE FOLLOWING NAVSUP LOCAL TEXT IS HEREBY MADE PART OF THE STATEMENT OF WORK/PERFORMANCE WORK STATEMENT.

AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: _____
 ADDRESS: _____
 TELEPHONE: _____

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.212-1 (Dev)	Instructions to Offerors - Commercial Items. (DEVIATION 2018-O0018)	OCT 2018
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2018
52.217-5	Evaluation Of Options	JUL 1990

52.219-6 (Dev)	Notice of Total Small Business Set-Aside (DEVIATION 2019-O0003).	JAN 2019
52.222-29	Notification Of Visa Denial	APR 2015
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.232-18	Availability Of Funds	APR 1984
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.211-7003	Item Unique Identification and Valuation	MAR 2016
252.215-7008	Only One Offer	OCT 2013
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2015
252.225-7041	Correspondence in English	JUN 1997
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.237-7019	Training for Contractor Personnel Interacting with Detainees	JUN 2013
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)

(a) *Definitions.* As used in this provision—

“Covered telecommunications equipment or services,” “Critical technology,” and “Substantial or essential component” have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Representation.* The Offeror represents that—

It ___ will, ___ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(d) *Disclosures.* If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer

- (1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
- (2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;
- (3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and
- (4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(a) Definitions. As used in this provision--

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror () has () does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

52.212-1 ADDENDUM

CLARIFICATIONS

All questions/clarification requests shall be submitted via email by 14 September 2019.

It is the Government's intention that questions and responses will be distributed electronically to the Offeror via email and/or amendments to the Request For Quote (RFQ).

SUBMITTAL INSTRUCTIONS

Quote is due on 19 September 2019 at 12:00 PM Eastern.

Quotes shall remain effective for one-hundred-and-twenty (120) days from the closing date of the RFQ. Emailed quotes are to be sent to Kat Moorman, Contract Specialist at Kathleen.m.moorman@navy.mil and cannot be larger than 5MB. Email files over 5MB and .zip files may be rejected by the Navy's server. The electronic files shall be submitted in Microsoft Office/Adobe compatible application software. Separation of required documents for submission is acceptable due to the file size constraints. Submission of "late" quotes will not be accepted. All quotes sent in response to this solicitation shall reflect the following information in the Subject line of the e-mail:

1. N6883619R0014 Personal Care and Support Services

The Offeror shall submit a cover letter, responsibility determination documentation, pricing spreadsheet and signed quote (Standard Form (SF) 1449) via email by the solicitation closing.

Cover Letter:

The Cover Letter shall contain the following information:

- RFQ number and title
- Offeror's POC information for contractual questions/discussions
- Cage Code, DUNS, Tax ID number and business size
- Name, title, e-mail address, and telephone number of the individual(s) with authority to bind the company
- Statement of affirmation (if applicable) that the Contractor has completed all representations and certifications in System of Award Management (SAM)
- Statement of taking no exception to solicitation terms and conditions

Responsibility Determination Documentation:

Offerors shall submit the following documents to be evaluated for the sole purpose of determining Contractor Responsibility in accordance with FAR 9.1, "Responsible Prospective Contractors":

- A letter from the Offeror's financial institution that indicates that the Offeror has adequate financial resources to perform the contract:
 - i. Bank References
 - ii. Current Balance Sheet
 - iii. Other financial information
- A description of previous and current contracts with the Government (previous three (3) years), including the name of the agency, the type of supply or service that was/is being provided, contract value, and duration (base period + options).
- A description of the Offeror's organization, accounting and operational controls, technical skills, and facilities.
- Key Personnel resumes and a detailed staffing plan that describes how the Offeror will successfully accomplish the requirements set forth in the PWS. The proposed labor categories and resumes shall be evaluated to determine sufficiency in meeting the minimum certification/training/licenses/skills specified in the solicitation.
- Proof of certification/licensure.
- Documentation detailing how the proposed vehicles' specifications meet the requirements stated in the PWS and will be available for purchase in a timely manner near the anticipated award date.
- A quote from the Offeror's insurance agency demonstrating appropriate coverage of employees, vehicles and other industry specific coverages will be available upon award.

Pricing:

The Offeror shall submit pricing utilizing the "Pricing for N6883619R0014" spreadsheet attached to the solicitation for CLINs 0001 through 4004. The Offeror shall follow the instructions provided in the spreadsheet.

- Pricing shall be firm-fixed pricing and include all labor, travel, material, and consumables required to perform the work listed in the performance work statement and shall be structured in accordance with the Contract Line Items CLIN structure in this solicitation.

Standard Form of Contract (SF 1449):

- **SF 1449:** Blocks 17a, 30a, b, c, of page 1 of the SF 1449 shall be completed by the Offeror and Block 30b shall be signed to show the Offeror has read and agrees to comply with all terms, conditions, and instructions provided in the solicitation document. **Any representations and certifications not completed in SAM shall be filled out in the 1449.**
- **Amendments (If Applicable):** Amendments will be provided through the Government Point of Entry. The Offeror should be aware that if a submission is made PRIOR to an amendment they must RESUBMIT their Quote with the signed amendments included in the new submission. It is the Offeror's responsibility to ensure their Quotes are submitted in a timely manner to the Contracting Officer.

After the solicitation closing date, the Contracting Officer may require an Offeror to promptly submit pricing information to assist with price reasonableness and/or information to demonstrate the Offeror is responsible. (See 52.212-2).

Failure to complete and submit all required documentation shall be considered taking exception to the terms and conditions and deem your quote unacceptable.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Factor 1: Technical Acceptability

To be determined technically acceptable, the Offeror must submit a proposal that does not take exception to any terms of the solicitation.

The Contracting Officer will use the following rating table:

Rating	Description
Acceptable	Proposal does not take exception to any term of the solicitation and therefore clearly meets the requirements of the solicitation.
Unacceptable	Proposal takes exception to a solicitation term(s) and therefore does not clearly meet the requirements of the solicitation.

Factor 2: Price Quote

Pricing shall be firm-fixed pricing and include all labor, material, and consumables required to perform the work listed in the PWS. The Offeror shall complete the attached Pricing Spreadsheet "*Pricing for N6883619R0014*".

Pricing shall be balanced and appropriately reflect the services to be rendered. Pricing will be evaluated based on total price provided in a fully completed price proposal (see 52.212-1 Addendum).

Failure to furnish the quote in accordance with the instructions in 52.212-1 Addendum and 52.212-2 shall be considered taking exception to the terms and conditions and deem your quote unacceptable.

The Government will award a contract resulting from this solicitation to the responsible Offeror with the lowest price once the price has been determined fair and reasonable. An Offeror is considered responsible if they satisfy the general responsibility standards of FAR 9.104-1 as they pertain to this solicitation.

The Contracting Officer may either make a responsibility determination without requesting any information from an Offeror or require the Offeror provide information to substantiate that it satisfies the general responsibility standards of FAR 9.104-1. The particular information requested from an Offeror will be specific to that Offeror. For example, an Offeror that the Contracting Officer is less familiar with may be required to provide information not required from another Offeror. The Contracting Officer may consider an Offeror's inability to promptly respond to a request for information as an indication the Offeror is nonresponsible since FAR 9.103(c) obligates prospective Contractors to affirmatively demonstrate their responsibility.

When the Contracting Officer requests responsibility information, the Contracting Officer's request, the Offeror's response, and all related communications between the Government and Offeror are solely for the purpose of determining whether the Offeror is responsible. These communications will not constitute discussions within the meaning of FAR 15.306 since the Offeror will not be given an opportunity to revise its Quote.

While the Contracting Officer may require the Offeror to provide any information related to the standards at FAR 9.104-1, the following are examples of information that may be required:

1. A demonstration, through information such as bank references and financial information (e.g., most current annual balance sheet), that the Offeror has adequate financial resources to perform the contract.
2. A demonstration the Offeror's price is not so low as to call into question the Offeror's capability to successfully perform the contract.
3. Contractors shall have a satisfactory performance record. A prospective Contractor shall not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history in accordance with FAR 9.104-1 (c).
4. A demonstration the Offeror can comply with the required performance schedule, including a transition plan.
5. A demonstration the Offeror has, or can obtain, the organizational, management and technical skills to successfully perform. This demonstration may involve the particular personnel and approaches available to the Offeror.
6. The Offeror's quality assurance procedures.
7. The equipment and facilities the Contractor will use.
8. Contractors shall have a satisfactory record of integrity and business ethics in accordance with FAR 9.104-1(d).
9. Completion of the Representations and Certifications under 52.212-3 Alt I contained in this solicitation.
10. A demonstration the Offeror isn't an inverted domestic corporation.
11. A demonstration the Offeror has all registrations, permits and licenses required to perform the contract in the location for which the Offeror is proposing.

12. In the event the Offeror is a joint venture, a Memorandum of Association which indicates who has the authority to bind the company

Nothing in this provision limits the Contracting Officer's discretion to rely on information available from other sources (e.g., past performance data bases, discussions with other entities familiar with the Offeror) or to use any other technique described FAR 9.1 when determining whether the Offeror satisfies the FAR 9.104-1 general responsibility standards.

In accordance with FAR 9.104-3(d), upon making a determination of nonresponsibility with regard to a small business concern, the Contracting Officer shall refer the matter to the Small Business Administration, which will decide whether to issue a Certificate of Competency.

(b) Options will be evaluated pursuant to solicitation provision FAR 52.217-5, Evaluation of Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (OCT 2018) ALTERNATE I (OCT 2014)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) *Definitions.* As used in this provision--

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____.

[Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it [____] is, [____] is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [____] is, [____] is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [____] is, [____] is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, [____] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, [____] is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *WOSB concern eligible under the WOSB Program.* [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It [____] is, [____] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ____ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It [____] is, [____] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ____ .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [____] is, [____] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [____] is, [____] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ____ .*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

[*The offeror shall check the category in which its ownership falls*]:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It [____] has, [____] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [____] has, [____] has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It [____] has developed and has on file, [____] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [____] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
____	____
____	____
____	____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [____] Are, [____] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [____] Have, [____] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) [____] Are, [____] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [____] Have, [____] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:
_____	_____
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[____] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[____] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) [____] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) [____] Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) [☐] Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [☐] does [☐] does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) [☐] Certain services as described in FAR 22.1003-4(d)(1). The offeror [☐] does [☐] does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

[____] TIN: ____ .

[____] TIN has been applied for.

[____] TIN is not required because:

[____] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[____] Offeror is an agency or instrumentality of a foreign government;

[____] Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

[____] Sole proprietorship;

[____] Partnership;

[____] Corporate entity (not tax-exempt);

[____] Corporate entity (tax-exempt);

[____] Government entity (Federal, State, or local);

[____] Foreign government;

[____] International organization per 26 CFR 1.6049-4;

[____] Other ____ .

(5) Common parent.

[____] Offeror is not owned or controlled by a common parent:

[____] Name and TIN of common parent:

Name ____

TIN ____

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that--

(i) It [____] is, [____] is not an inverted domestic corporation; and

(ii) It [____] is, [____] is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50(U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it [____] has or [____] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [____] is or [____] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark "Unknown").

Predecessor legal name: ____.

(Do not use a ``doing business as" name).

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [____] does, [____] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [____] does, [____] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked ``does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

____.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2019)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

XXX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

XXX (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

XXX (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

XXX (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

____ (10) [Reserved]

____ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

____ (ii) Alternate I (NOV 2011) of 52.219-3.

____ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (ii) Alternate I (JAN 2011) of 52.219-4.

____ (13) [Reserved]

____ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

____ (ii) Alternate I (NOV 2011).

____ (iii) Alternate II (NOV 2011).

____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

____ (ii) Alternate I (Oct 1995) of 52.219-7.

____ (iii) Alternate II (Mar 2004) of 52.219-7.

____ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

____ (17)(i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (Nov 2016) of 52.219-9.

____ (iii) Alternate II (Nov 2016) of 52.219-9.

____ (iv) Alternate III (Nov 2016) of 52.219-9.

____ (v) Alternate IV (Aug 2018) of 52.219-9.

____ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

____ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

XXX (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

____ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

____ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

____ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

____ (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).

XXX (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).**XXX (28) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).****XXX (ii) Alternate I (Feb 1999) of 52.222-26.**

____ (29)(i) 52.222-35, Equal Opportunity for Veterans (OCT 2015)(38 U.S.C. 4212).

____ (ii) Alternate I (July 2014) of 52.222-35.

____ (30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

____ (ii) Alternate I (July 2014) of 52.222-36.

____ (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

____ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

XXX (33) (i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).**XXX (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).**

____ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

____ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

____ (38) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (OCT 2015) of 52.223-13.

____ (39)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-14.

____ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-16.

XXX (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

____ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

____ (44) 52.223-21, Foams (Jun 2016) (E.O. 13696).

XXX (45) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

____ (ii) Alternate I (JAN 2017) of 52.224-3.

____ (46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

____ (47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

____ (ii) Alternate I (May 2014) of 52.225-3.

____ (iii) Alternate II (May 2014) of 52.225-3.

____ (iv) Alternate III (May 2014) of 52.225-3.

____ (48) 52.225-5, Trade Agreements (AUG 2018) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XXX (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

____ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

XXX (55) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).

____ (56) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

____ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

XXX (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

____ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

____ (iii) Alternate II (Feb 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

____ (2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

____ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

_____ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

_____ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

_____ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

_____ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

- (vii) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (viii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- (ix) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (x) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (xi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (xii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xiii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).
- (xiv) XXX (A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).**
- XXX (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).**
- (xv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
- (xvi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
- (xvii) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).
- (xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- (xix) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
(B) Alternate I (JAN 2017) of 52.224-3.
- (xx) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
- (xxi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxiii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price Requirements Type contract resulting from this solicitation.

(End of provision)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one of each contract line item (CLIN), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of the maximum estimated quantity in the corresponding CLIN;

(2) Any order for a combination of items in excess of the maximum estimated quantity in the corresponding CLIN;

or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 Requirements. (OCT 1995) -- ALTERNATE I (APR 1984)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Delivery-Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that

activity's requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may itself furnish within its own capabilities.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after contract expiration.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) [] it has developed and has on file, [] has not developed and does not have on file, at each establishment,

affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.228-10 VEHICULAR AND GENERAL PUBLIC LIABILITY INSURANCE (APR 1984)

(a) The Contractor, at the Contractor's expense, agrees to maintain, during the continuance of this contract, vehicular liability and general public liability insurance with limits of liability for (1) bodily injury of not less than \$1M for each person and \$1M for each occurrence, and (2) property damage of not less than \$1M for each accident and \$3M in the aggregate.

(b) The Contractor also agrees to maintain workers' compensation and other legally required insurance with respect to the Contractor's own employees and agents.

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

NAVSUP Fleet Logistics Center – Jacksonville
Large Contracts Division/Code 200
110 Yorktown Ave., Bldg. 110, Third Fl.
NAS Jacksonville, FL 32212

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary

personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

52.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 1997)

(a) It is expressly agreed and understood that this is a nonpersonal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence:

One (1) million dollars per occurrence and Three (3) million dollars aggregate.

(b) An apparently successful offeror, upon request by the Contracting Officer, shall furnish prior to contract award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.

(c) Liability insurance may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must also be provided.

(d) Evidence of insurance documenting the required coverage for each health care provider who will perform under this contract shall be provided to the Contracting Officer prior to the commencement of services under this contract. If the insurance is on a claims-made basis and evidence of an extended reporting endorsement is not provided prior to the commencement of services, evidence of such endorsement shall be provided to the Contracting Officer prior to the expiration of this contract. Final payment under this contract shall be withheld until evidence of the extended reporting endorsement is provided to the Contracting Officer.

(e) The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. If, during the performance period of the contract the Contractor changes insurance providers, the Contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

Contracting Officer insert the dollar value(s) of standard coverage(s) prevailing within the local community as to the

specific medical specialty, or specialties, concerned, or such higher amount as the Contracting Officer deems necessary to protect the Government's interests.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Department of Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

(End of provision)

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)

(a) Definitions. As used in this provision--

Controlled technical information, covered contractor information system, covered defense information, cyber incident, information system, and technical information are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012 shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology service or system operated on behalf of the Government (see 252.204-7012(b)(2))--

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (see <http://dx.doi.org/10.6028/NIST.SP.800-171>) that are in effect at the time the solicitation is issued or as authorized by the contracting officer not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that are in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from date of award through period ending one year later and subsequent options.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2017)

(a) Definitions. As used in this clause--

Component means any item supplied to the Government as part of an end product or of another component.

End product means supplies delivered under a line item of this contract.

Qualifying country means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia
Austria
Belgium
Canada

Czech Republic
 Denmark
 Egypt
 Estonia
 Finland
 France
 Germany
 Greece
 Israel
 Italy
 Japan
 Latvia
 Luxembourg
 Netherlands
 Norway
 Poland
 Portugal
 Slovenia
 Spain
 Sweden
 Switzerland
 Turkey
 United Kingdom of Great Britain and Northern Ireland.

Structural component of a tent--

(i) Means a component that contributes to the form and stability of the tent (e.g., poles, frames, flooring, guy ropes, pegs);

(ii) Does not include equipment such as heating, cooling, or lighting.

United States means the 50 States, the District of Columbia, and outlying areas.

U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Food.

(2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.

(3) (i) Tents and structural components of tents;

(ii) Tarpaulins; or

(iii) Covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

- (6) Spun silk yarn for cartridge cloth.
 - (7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.
 - (8) Canvas products.
 - (9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).
 - (10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).
- (c) This clause does not apply--
- (1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;
 - (2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool--
 - (i) Is not more than 10 percent of the total price of the end product; and
 - (ii) Does not exceed the simplified acquisition threshold in FAR part 2;
 - (3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;
 - (4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;
 - (5) To chemical warfare protective clothing produced in a qualifying country; or
 - (6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if--
 - (i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--
 - (A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);
 - (B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;
 - (C) Upholstered seats (whether for household, office, or other use); and
 - (D) Parachutes (Federal Supply Class 1670); or
 - (ii) The fibers and yarns are para-aramid fibers and continuous filament para-aramid yarns manufactured in a qualifying country.
- (d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract--
- (i) Shall be taken from the sea by U.S.-flag vessels; or

(ii) If not taken from the sea, shall be obtained from fishing within the United States; and

(2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.

(End of clause)

252.225-7040 CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (OCT 2015)

(a) Definitions. As used in this clause--

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Contractors authorized to accompany the Force, or CAAF, means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Designated reception site means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

Law of war means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

Non-CAAF means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

Subordinate joint force commander means a sub-unified commander or joint task force commander.

(b) General.

(1) This clause applies to both CAAF and non-CAAF when performing in a designated operational area outside the United States to support U.S. Armed Forces deployed outside the United States in--

(i) Contingency operations;

(ii) Peace operations, consistent with Joint Publication 3-07.3; or

(iii) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, Contractor personnel are only authorized to use force for individual self-defense.

(4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel supporting the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(5) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

(1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because--

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U.S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized.

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(d) Compliance with laws and regulations. (1) The Contractor shall comply with, and shall ensure that its personnel supporting U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that CAAF and non-CAAF are aware--

(i) Of the DoD definition of "sexual assault" in DoD Directive 6495.01, Sexual Assault Prevention and Response Program;

(ii) That many of the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws;

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(iii) That this section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—

(i) US Army Criminal Investigation Command at <http://www.cid.army.mil/reportacrime.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;

(iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>;

(v) To any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8)(i) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces are aware of their rights to--

(A) Hold their own identity or immigration documents, such as passport or driver's license, regardless of the documents' issuing authority;

(B) Receive agreed upon wages on time;

(C) Take lunch and work-breaks;

(D) Elect to terminate employment at any time;

(E) Identify grievances without fear of reprisal;

(F) Have a copy of their employment contract in a language they understand;

(G) Receive wages that are not below the legal host-country minimum wage;

(H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

(I) If housing is provided, live in housing that meets host-country housing and safety standards.

(ii) The Contractor shall post these rights in employee work spaces in English and in any foreign language(s) spoken by a significant portion of the workforce.

(iii) The Contractor shall enforce the rights of Contractor personnel supporting the U.S. Armed Forces.

(e) Preliminary personnel requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

(i) All required security and background checks are complete and acceptable.

(ii) All CAAF deploying in support of an applicable operation—

- (A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;
 - (B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and
 - (C) Have received all required immunizations as specified in the contract.
- (1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.
- (2) All other immunizations shall be obtained prior to arrival at the deployment center.
- (3) All CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the designated operational area a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as Approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.
- (iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.
- (iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.
- (v) All deploying personnel have received personal security training. At a minimum, the training shall—
- (A) Cover safety and security issues facing employees overseas;
 - (B) Identify safety and security contingency planning activities; and
 - (C) Identify ways to utilize safety and security personnel and other resources appropriately.
- (vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.
- (vii) Personnel have received law of war training as follows:
- (A) Basic training is required for all CAAF. The basic training will be provided through—
 - (1) A military-run training center; or
 - (2) A web-based source, if specified in the contract or approved by the Contracting Officer.
 - (B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.
- (2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—
- (i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, *et seq.*);

- (ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;
- (iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and
- (iv) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).
- (v) Such employees are required to report offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.
- (vi) Such employees will be provided victim and witness protection and assistance.
- (f) Processing and departure points. CAAF shall--
 - (1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;
 - (2) Use the point of departure and transportation mode directed by the Contracting Officer; and
 - (3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.
- (g) Personnel data.
 - (1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, to enter and maintain the data for all CAAF and, as designated by USD (AT&L) or the Combatant Commander, non-CAAF supporting U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause.
 - (2) The Contractor shall enter the required information about their contractor personnel prior to deployment and shall continue to use the SPOT web-based system at <https://spot.dmdc.mil> to maintain accurate, up-to-date information throughout the deployment for all Contractor personnel. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT Business Rules at http://www.acq.osd.mil/log/PS/ctr_mgt_accountability.html.
- (h) Contractor personnel.
 - (1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.
 - (2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that Contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, Operational Contractor Support. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If Contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922;

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;

(iv) Comply with applicable Combatant Commander and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) Mortuary affairs. Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are supporting U.S. Armed Forces deployed outside the United States in--

(1) Contingency operations;

(2) Peace operations consistent with Joint Publication 3-07.3; or

(3) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS
OUTSIDE THE UNITED STATES (JUN 2015)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from Naval Criminal Investigative Service (NCIS), Code 21; telephone, DSN 288-9077 or commercial (202) 433-9077.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(Contracting Officer: Insert either “Invoice 2in1” or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	_____
Issue By DoDAAC	_____
Admin DoDAAC**	_____
Inspect By DoDAAC	_____
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert “See Schedule” or “Not applicable.”)

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

(Contracting Officer: Insert applicable information or “Not applicable.”)

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

FOIA

UNIT PRICES

Contractor unit prices, when incorporated into a Government contract, will be released under the Freedom of Information Act (FOIA) without further notice to the contractor submitter. If the Contractor takes issue with the release, it should submit its proposal data with the appropriate legends and explain in detail why such data cannot be released as a public record under the Freedom of Information Act.

Contact: Mr. Steven Palmer
FOIA Representative
110 Yorktown Ave, 3rd Floor
Jacksonville, FL 32212
Phone: (904) 542-3824
Fax: (904) 542-1044
Email: steven.w.palmer@navy.mil

QUESTIONS AND ANSWERS

The following list of questions and answers have been compiled from the sources sought notice, the request for information, the industry day and the draft solicitation.

1. Since the services are outside of Florida is our current licenses of nurse registry personnel available to provide services at this location?

Any provider license in any state of the United States and the District of Columbia is able to practice on NSGB with such license. For the foreign nationals, NSGB has an agreement with the country of Jamaica's Department of Labor and the certifications/licenses from accredited sources are accepted on NSGB as well.

2. Do we provide the vehicle and ship it to Cuba?

Yes. Historically vehicle shipment takes around 1 month and costs between \$1500 to \$3500.

3. Will the vehicles need to be wheelchair accessible and have some sort of lift attached?

Both vehicles need to be wheel chair accessible with some form of assistance to load the wheelchair into the vehicle..

4. Do we need a driver/medic for the vehicle operation and transport?

No. Neither vehicle will require a special license to operate.

5. Will we service the vehicle and is there a source of fuel available there?

There is a Contractor on base that services the majority of the vehicles. They will service the Contractor and personal vehicles if requested. They charge for parts and labor. They can do warranty work if a dealer authorizes them to, but historically most dealers have not. There is a gas station on base that is available to all.

6. Do we quote the assignments for each of the positions with housing etc. - in other words will the quote be based on an all-inclusive hourly rate?

The current structure of the contract is Firm Fixed price by labor category, vehicle and transition. The unit of measure is months. The monthly rate quoted will be all inclusive.

7. Is there a contact person for my program manager and I to make arrangements for the site visit?

The Contract Specialist. (Note: The site visit has already occurred)

8. Do you know if our employees will be exempt from Federal Taxes as they are working overseas?

For both the US Citizens and the foreign nationals, yes up to a point.

9. Will they live on base with security provided? (our insurance agent wanted to know about that one).

NSGB is a closed base. Therefore, everybody lives on base.

10. Is this an overseas contract with FAR provisions? Please indicate those provisions.

This is an OCONUS location. Please read the clauses at the end of the solicitation.

11. Typically contractors cannot hire foreign citizens. However, foreign nationals are authorized in the PWS. What provisions will be stated in the RFP with respect to this?

52.222-29

12. What is the process for hiring foreign nationals?

The process for hiring foreign nationals varies company by company. For this situation, the general thought is to contact the Jamaican technical/nursing schools and job boards, then process the security paperwork after a candidate is selected/approved.

13. Housing on Navy base is critical for the Program Manager and Social Worker. RFP states 2 base housing is subject to availability. Can the KO work with Housing Office to guarantee 2 unaccompanied units to allow for level playing field pricing?

NSGB will guarantee 2 housing units. These units have limitations. 1 unit (2 bedroom) will be for the US citizens (must be same gender or married) and the other unit (3 bedroom) is for the female foreign nationals. The male foreign nationals have available accommodations at the Gold Hill Towers. All employees will be unaccompanied at this time due to housing shortages.

14. If 2 housing units cannot be guaranteed, please provide contacts for housing off-base.

There is no off base housing.

15. Are US citizens allowed to live off-base? If so, what are the requirements to do so?

There is no off base housing.

16. Are AMC flights available on a daily basis for employees and contractors residing in Jacksonville to monitor contract performance?

AMC flight schedules are not available daily. The current schedule is every other Tuesday and Friday, but that is subject to change without notice. Please also note, availability of seats is very limited.

17. Are AMC flights available for contractors to use for Industry Day?

Yes. That is the only way on or off base for civilians/contractors.

18. What is the planned agenda for each Industry Day?

The agenda was provided to attending Contractors.

19. Does this solicitation require the Contractor to provide fringe benefits?

Yes.

20. Are we the contractor to provide (2) CNAs to provide eight hours of service, five days a week and be on call after 5pm?

Please see the PWS. Sections 4.1 and 12.1 for the most updated information on the Home Health Aides hours.

21. What is H-4? Will that require 24/7 assistance? If it is 24/7 assistance, this requirement will require (3) CNAs with eight hour shifts, such as 7am to 3pm, 3pm to 11pm, and 11pm to 7am.

H4 is the building number for the assisted living facility. Please see the PWS. Sections 4.1 and 12.1 for the most updated information on the Home Health Aides hours.

22. Page 4 under the Program Manager section indicates business hours Monday through Friday (0730 to 1700) and on call as needed. This is a 9.5 hour day, 47.5 hours per week. Is this the work week for the Program Manager and the Social Worker?

Please see the PWS. Sections 5.1.1 and 12.2 for the most updated information.

23. Page 3 of Performance Work Statement, under Key Personnel and Specific Skill Sets Required: H4 requires at least 2 CNAs to be present at all times to manage residents and any emergencies. Please clarify that we the contractor are to provide service 24 hours a day 7 days a week.

Please see the PWS. Sections 4.1 and 12.1 for the most updated information on the Home Health Aides hours.

24. Page 10 lists Department of Defense Education Activity (DoDEA) schools and cost per student per year. If any of the contractor's employees have children, are these the educational expense the contractor/employee will pay for school?

Yes, the contractor or employee will be responsible for paying the current costs (the first few years will not allow dependents due to housing restrictions) if there are dependents who intend to enroll. Alternatively, there is also an active home school community on base, which receives aid from the School Liaison Officer (SLO) and some of which work with the local school when necessary. If home school students require any classes through the school, the price of the classes range from \$3300 - \$3700 (currently) per class depending on which grade the student is in.

25. Who will formulate the patient's care plan and who will manage the patient's care plan?

There will be a joint effort with the nursing staff and the social worker to balance a plan to meet all the needs of the SCRs.

26. What licensure will be required of the caregivers?

There are several Jamaican certifications/licenses that would be acceptable for the caregivers. At a minimum, the caregiver needs to have the Jamaican equivalent of a US Certified Nursing Assistant.

27. What requirements for employer insurance will there be, for example: healthcare, workers comp?

Insurance is required to cover the employees, the vehicles and the industry. See PWS section 8.6 and clause 52.237-7. Every insurance provider packages their insurance policies differently, so upon submission of quote, the Contractor should provide the Government a quote from their insurance company as proof that all 3 areas are addressed in the policy.

28. If the three bedroom house is reassigned to foreign nationals, do we still have to furnish it?

Yes.

29. What is the minimum seating requirement in the van?

Please see the PWS. Sections 14.2 and 14.3 for the most updated information.

30. How many wheelchair spaces are required?

In the van, 1, in the shuttle, 2.

31. Is a new van required?

Please see the PWS. Sections 14.2 and 14.3 for the most updated information.

32. Is the preference for a diesel or gas van?

Please see the PWS. Sections 14.2 and 14.3 for the most updated information.

33. Will the Program Manager and LCSW work a regular 40-hour week and be on call for the other 128-hours in the week?

Yes.

34. Could you forward a copy of the floor plans for both of the available units?

Unfortunately, due to the current housing situation, we will not know which specific units will be available until maybe late-September, if we are lucky.

35. Could you provide usage reports for similar units/occupancy for water and electric please?

Please see the PWS. Section 20.9.9 for the most updated information. Any further details have not been released.

36. You're asking for the pricing per month. Is this assuming nobody will work overtime?

The Government makes no assumptions at this time pertaining to overtime. It is the responsibility of the Contractor to account for expected and unexpected overtime.

37. SCR transportation, is just the vehicle and costs associated with getting it there, right? Wondering because it shows up again on the option years so are we supplying 2 vehicles a year so there's a total of 8 or 10 down there, or is that in the option years for maintenance and fuel costs etc?

The monthly price for transportation is all inclusive. The Contractor is to provide 2 vehicles as specified in 14.2 and 14.3. They will have to be maintained and fueled, etc throughout the life of the contract.

38. Transition has a total of 33 – guessing this is a typo and it should be just three as in three months total? Do I include the cost of furnishings and household goods (dishes, silverware, towels etc.) in the transition budget?

Transition has been removed as a separate CLIN and should be factored in with the rest of the firm fixed price monthly amounts.

39. I assume if we're furnishing the houses, we have to transport all that to GTMO on the barge, correct?

Yes. Or purchase from the furniture store on base.

40. Do I include the flights to and from Jamaica to hire the FNs and the admin costs to get it all set up?

The Government cannot advise what information is to be included or left out of individual Contractor's pricing calculations.